

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

OCM HIGH YIELD TRUST, OCM HIGH YIELD LIMITED PARTNERSHIP, OCM HIGH YIELD FUND II, L.P., IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, DELTA AIRLINES MASTER TRUST - HIGH YIELD, RICHARD KING MELLON FOUNDATION, THE UNIVERSITY OF VIRGINIA, CHRYSLER CORPORATION MASTER RETIREMENT TRUST, AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB, CLUB PENSION PLAN, CANADA LIFE INSURANCE CO. OF AMERICA, CANADA LIFE ASSURANCE CO. - USA DIVISION, and CANADA LIFE ASSURANCE CO. - CANADA DIVISION, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

PRICEWATERHOUSECOOPERS LLP, JAMES R. BULLOCK, LESLIE W. HAWORTH, HENRY B. TIPPIE, JAMES L. WAREHAM, PAUL R. HUMPHREYS, KENNETH W. WINGER, MICHAEL J. BRAGAGNOLO, and TD SECURITIES (USA) INC.,

Defendants.

CIVIL ACTION NO. 3:05-CV-606-17

ORDER OF DISMISSAL AS TO CLAIMS
AGAINST PRICEWATERHOUSECOOPERS LLP

Pursuant to Settlement Agreements (the "Agreements") between certain plaintiffs

listed in Exhibit A hereto and PricewaterhouseCoopers LLP (“PwC”), and further pursuant to the Stipulation of Settlement dated March 9, 2005 between PwC and the plaintiff class (the “Bondholder Class”) in the case entitled *In re Safety-Kleen Corp. Bondholders Litigation*, No. 3:00-CV-1145-17 in this court (the “Bondholder Class Action”); and the term “Plaintiffs” as used herein referring to all plaintiffs listed in Exhibit A hereto; and all other capitalized terms used herein having the meanings as set forth and defined in the Agreements,

IT IS HEREBY ORDERED THAT:

1. The court has jurisdiction over the subject matter of the Action, the Plaintiffs, and PwC.

2. The court finds that the Class Action Fairness Act of 2005 (the “Act”) is not applicable to the settlement of the Settled Claims in the Action because the settlement occurred prior to certification of a class in the Action. Under 28 U.S.C. § 1711(6), the provisions of the Act apply only to a "proposed settlement" which is defined as "an agreement regarding a class action that is subject to court approval, and that, if approved, would be binding on some or all class members." Because the settlement herein occurred prior to certification of the class in the Action, the settlement between Plaintiffs and PwC in the Action is not subject to court approval pursuant to Fed. R. Civ. P. 23(e)(1)(A) and is not a "proposed settlement" as defined in the Act. In addition, all purported class members in the Action are either members of the class who have settled their claims in the Bondholder Class Action or have entered into separate settlement agreements with

PwC and therefore additional notice is not required.

3. The Action is hereby dismissed with prejudice and without costs, except as provided in the Agreements, as against PwC.

4. Plaintiffs and Plaintiffs' successors and assigns are hereby permanently barred and enjoined from instituting, commencing or prosecuting all claims, rights, demands, suits, matters, issues or causes of action, whether known or unknown, whether under state or federal law, including the federal securities laws, and whether directly, indirectly, derivatively, representatively or in any other capacity, arising out of any losses sustained by them with respect to any transaction in or related to the Bonds (the "Settled Claims") (but excluding any claims to enforce the terms of the Partial Settlement) against PwC and its present and former partners, principals, employees, predecessors, successors, affiliates, officers, attorneys, agents, insurers and assigns.

5. PwC and its present and former partners, principals, employees, predecessors, successors, affiliates, officers, attorneys, agents, insurers and assigns are hereby permanently barred and enjoined from instituting, commencing or prosecuting all claims, rights, demands, suits, matters, issues or causes of action against the Plaintiffs, or any of the Plaintiffs' present and former partners, principals, employees, trustees, equity holders, investment managers, predecessors, successors, affiliates, officers, attorneys, agents, insurers and assigns (including Plaintiffs' Counsel), whether known or unknown, whether under state or federal law, and whether directly, indirectly, derivatively, representatively or in any other capacity, arising out of, or relating in any way to the

institution, prosecution, or settlement of the Action (but excluding any claims to enforce the terms of the Partial Settlement).

6. The court hereby bars all claims by any person against PwC for contribution arising out of any claims asserted in the Action by or on behalf of Plaintiffs, and bars all claims by PwC against any person for contribution arising out of such claims, other than a person whose liability has been extinguished by the Partial Settlement, each to the fullest extent permitted by 15 U.S.C. § 78u-4(f)(7) and any other applicable law or regulation.

7. Neither this Order of Dismissal, the Agreements, nor any of their terms and provisions, nor any of the negotiations or proceedings connected with them, nor any of the documents or statements referred to therein shall be:

a. offered or received against PwC as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by PwC with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of PwC;

b. construed as or received in evidence as an admission, concession or presumption against Plaintiffs that any of their claims are without merit or are subject to any infirmities, or that damages recoverable in the Action would not have exceeded the Settlement Amount; or

c. construed against PwC or the Plaintiffs as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial of the Action.

8. The court finds that all parties to the Agreements and their counsel have complied with each requirement of Fed. R. Civ. P. 11 as to all proceedings herein.

9. There is no just reason for delay in the entry of this Order of Dismissal and immediate entry by the Clerk of Court is expressly directed pursuant to Fed. R. Civ. P. 54(b).

IT IS SO ORDERED.

May 23, 2005
Columbia, South Carolina

s/ Joseph F. Anderson, Jr.
United States District Judge

EXHIBIT A**Plaintiffs who purchased unregistered bonds for which they will not recover in the Bondholder Class Action, and who have entered into Settlement Agreements:**

OCM High Yield Trust	Army and Air Force Exchange Service Supplemental
OCM High Yield Limited Partnership	Deferred Compensation Plan
Hughes Aircraft	SSM Health Care System
San Diego County Employees Retirement Association	Southwestern Life Ins. Co.
California State Automobile Association Inter-	Security Life & Trust
insurance Bureau	Canada Life Ins. Co. of America
The California Endowment	Canada Life Assurance Co. - USA Division
The Common Fund for Nonprofit Organizations	Canada Life Assurance Co. - Canada Division
International Paper Company	Iowa Public Employees' Retirement System
Chrysler Corporation Master Retirement Trust	Delta Airlines Master Trust - High Yield
Howard Hughes Medical Institute	Richard King Mellon Foundation
Jefferson Pilot Financial Ins. Co.	State of Connecticut Combined Investment Funds -
Employees' Retirement Fund of the City of Dallas	High Yield (Connecticut Retirement Plans
Texas Permanent School Fund	and Trust Funds)
Army and Air Force Exchange Service Retirement	Los Angeles County Employees' Retirement
Annuity Basic Plan	Association
Army and Air Force Exchange Service Trust for Retiree	Retirement Board of the City and County of San
Medical, Dental & Life Ins. Plan	Francisco Employees' Retirement System

Plaintiffs who are members of the Bondholder Class and who possess no claims for purchases of unregistered bonds by accounts managed by Oaktree Capital Management, LLC:

OCM High Yield Fund II, L.P.	General Board of Pensions & Health Benefits
California State Automobile Association - Club	of the United Methodist Church
Pacific Gas & Electric Co. Retirement Plan Master Trust	General Motors Pension Funds
Pacific Gas & Electric Co. Bargained VEBA	Xerox Retirement Plans
Automobile Club of Southern California	Tripair Partnership
Interinsurance Exchange of the Automobile Club	IBM Personal Pension Plan Trust - High Yield
Automobile Club of Southern California Pension Plan	Lucent Technologies Inc. Master Trust
Texas County & District Retirement System	University of Virginia
	Oaktree US High Yield MAC 38 Ltd.